

6) the lease of land is compensated contract; so essential condition of the lease of land rent is indicating its size, indexing, forms of payment, terms, procedure of its introduction and revision and liability for its failure to pay;

7) the lease of land lessee acquires ownership and use of land. However, the literature indicates that in some cases provided by law, the tenant may exercise within certain limits defined individually and disposal of land or part of it, for example, in the case of sublease;

8) land lease agreement must be in writing and state registration in accordance with the effective legislation;

9) land lease agreement can be notarized at the request of one of the parties;

10) the said Treaty is the legal basis of a person of the right to lease land, since according to Art. 125 of the Land Code of Ukraine the right to lease land there after the conclusion of the lease and its registration. To start to use the land to establish its boundaries in nature (on ground), obtaining the document certifying the right to it, and state registration;

11) concluded in the prescribed form and registered land lease agreement is a document certifying the leased land. Thus, according to Art. 126 HCC Ukraine the right to land lease contract is issued, which is registered according to law;

12) land lease agreement concluded in accordance with the approved Standard lease land.

References

1. Цивільний кодекс України від 16 січня 2003 року № 435;
2. Земельний кодекс України від 25 жовтня 2001 року № 2768;
3. Закон України "Про оренду землі" від 06 жовтня 1998 року № 161-XIV;
4. Дзера О. В. Цивільне право України. Особлива частина. - глава 23, С. 231 – 324.

SIMPLE PARTNERSHIP AGREEMENT

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Under a simple partnership agreement, the parties (participants) are obliged to unite their contributions and to act jointly with the aim of receiving profit or reaching another goal.

Everything contributed into a joint venture by a participant (joint property) including monetary capitals, other property, professional and other knowledge, skills and proficiency as well as business reputation and business relations will be deemed in the participant's contribution.

The participants' contribution will be deemed equal in its value, unless otherwise results from a simple partnership agreement or actual circumstances. Property contributed by the participants, owned by them on the ownership right and produced as a result of their joint venture, and the results and profits obtained will be joint partial property of the participants, unless otherwise is stipulated by a simple partnership agreement or the law.

Property owned by the participants on the grounds other than the ownership right and contributed by the participants will be used to the benefit of all the participants and will be their joint property.

Participants may entrust one of them to keep the accounting of the joint property.

Participants will use their joint property upon their mutual consent, and in case they fail to reach a consent, they will follow the procedure determined by the court decision.

Participants' obligations to maintain their joint property and the procedure for indemnification of the losses connected with the obligations fulfillment will be established by a simple partnership agreement.

In the course of running joint business, each of the participants will be entitled to act on behalf of all the participants, unless a simple partnership agreement stipulates that separate participants run business or all the participants to a simple partnership agreement perform it jointly.

In case of joint business each transaction will require the consent of all the participants.

A simple partnership agreement will be terminated in the following cases:

1) recognition of a participant incapable, obscurely missing or restricted of its civil capability, unless the agreement between the participants stipulates preserving the validity of the agreement in respect to the other participants;

2) announcement of a participant bankrupt, unless the agreement between the participants envisages preserving the validity of the agreement in respect to the other participants;

3) death of a physical person of the participant or a liquidation of a legal entity of the participant to a simple partnership agreement, unless the agreement between the participants envisages preserving the validity of the agreement in respect to the other participants or substitution of the deceased participant (liquidated legal entity) by its inheritors (legal successors);

4) participant's refusal from further participation in a simple partnership agreement or breaking the agreement upon the demand of one of the participant, unless the agreement between the participants envisages preserving the validity of the agreement in respect to the other participants;

5) termination of the validity of a simple partnership agreement;

6) allocation of a participant's share upon its creditor's claim, provided the arrangement between the participants does not envisage preserving the validity of the agreement in respect to the other participants;

7) reaching the partnership's goal or occurrence of such circumstances when the goal of the partnership is impossible to reach.

In case a simple partnership agreement is terminated, the objects transferred into joint ownership and (or) use of the participant will be returned to the participants that supplied them without any compensation, unless otherwise is stipulated by the agreement between the parties.

A participant that contributed into joint ownership an object defined by personal features shall have the right to claim this object's return to him by the court's procedure in case a simple partnership agreement is terminated, provided the interests of the other participants and creditors are observed.

The participants will bear solidary responsibility under unfulfilled joint obligations to the third persons since the moment of the simple partnership agreement termination.

A participant may announce the refusal from further participation in the termless simple partnership agreement not later than three months prior to its walkout the agreement.

Provision on limitation of the right for refusal a termless simple partnership agreement shall be invalid.

A participant to a simple partnership agreement concluded for a specified term or to an agreement that determines reaching the goal as a liquidation provision will be entitled to claim the agreement breach in the relations with the other participants due to a valid reason and reimbursement to the other participants for the losses incurred by the agreement breach.

If a simple partnership agreement was not terminated upon the participant's application on its refusal from further participation in it or in case of the agreement breach upon one of the participant's demand, the participant whose participation in the agreement is terminated will be liable to the third persons under joint obligations emerged during the term of its participation in a simple partnership agreement as the participant to the agreement.

APPLICATION OF THE LITHUANIAN STATUTES IN UKRAINE

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The formation of an independent Ukrainian state and the formation of a national legal system gave significant impulse to the in-depth and objective study of the history of Ukrainian law. The research of peculiarities of legal regulation of social relations in some regions of Ukraine, historical, political, national, cultural and other factors that they are determined, is of great importance. The scientific analysis of the legal status of Ukrainian lands, particularly in the Grand Duchy of Lithuania, Polish-Lithuanian Commonwealth, and the development of the law in these areas in the second half of XV - first half XVII are of considerable interest in this sense. It contributes to a deeper understanding of state and legal development of the Ukrainian people, the restoration of the system of legal relations that characterize the identity of the legal system of Ukraine, clarifying laws and ensuring the continuity of development of the national law.

As you know, the Lithuanian statutes on the lands of Ukraine were not only during the period of their stay in the Grand Duchy of Lithuania and Polish-Lithuanian